

**ATTACHMENT A:  
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Indian Center, Inc.**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Indian Center, Inc. to define Indian Center, Inc.'s cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. The one stop partner, Indian Center, Inc., agrees to pay a rental fee of twenty and No/100 Dollars (\$20.00) per hour for use of City of Lincoln office space at the One Stop Employment Solutions Center at 1010 N Street for purposes of providing core services. The rental fee will be billed to Indian Center, Inc. by the City of Lincoln and Indian Center, Inc. will pay for such rental fee to the City of Lincoln within 30 days of receipt of the request for payment.**
- 2. The one stop partner, Indian Center, Inc., agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Indian Center, Inc. shall make funds available for the following items:**

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to each one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided on a quarterly basis and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

Informational materials: Informational materials will be used to provide any customer of the One Stop with information describing One Stop services and programs. A One Stop brochure will be developed and approved by the One Stop Management Council. For brochures, partners may decide to purchase only their needed share of brochures. Partners will pay for the actual cost of the brochures ordered and development costs will be shared proportionally according to the number of brochures ordered.

3. The one stop partner, Indian Center, Inc., will utilize NWAS system software for registration purposes, for one computer terminal located at Indian Center's main office in Lincoln, Nebraska. Referral information from the computer in the main office will be forwarded to the One Stop Career Center as needed. The Department of Labor, through the NWAS Steering Committee on an annual basis, will determine the user fee.

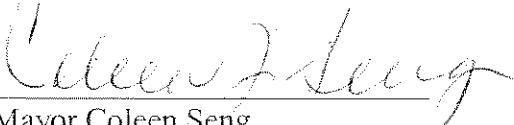
4. **Responsibility for Funds:** Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

5. **Term:** This Agreement shall be in effect for the period beginning July 1, 2005 and ending on June 30, 2006. This Agreement can be renewed for an additional one year period upon the mutual consent of both parties.

6. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. **Capacity:** the undersigned person representing Indian Center, Inc. does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Indian Center, Inc. to this Agreement.

IN WITNESS WHEREOF, Indian Center, Inc. and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 31 day of May, 2005.

  
\_\_\_\_\_  
Mayor Coleen Seng


City of Lincoln/Greater Lincoln  
Workforce Investment Board

  
\_\_\_\_\_  
Indian Center, Inc.

Name: BETTY ROBINETTE

Title: INTERIM EXECUTIVE DIRECTOR

Approved by:

  
\_\_\_\_\_  
James Linderholm, Chair

Greater Lincoln Workforce Investment Board

## **ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Indian Center, Inc.**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Indian Center, Inc. to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

### **1. Core Services**

The One stop partner, Indian Center, Inc., agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for WIA Title I Native American programs
- b. Outreach, Common NWS General Information Sheet and Orientation to the services available at the One Stop Employment Solutions Center.
- c. Initial assessment of skill levels, aptitudes, abilities, and supportive needs
- d. Job search and placement assistance, and where appropriate, career counseling
- e. Provision of accurate information relating to the availability of supportive services, including at a minimum, childcare and transportation, available in the local area, and referral to such services, as appropriate.

### **2. Delivery of Core Services**

The core services listed below shall be delivered by the one stop partner, Indian Center, Inc., in the following manner: In the delivery of core services, Indian Center, Inc. will be available on an as needed basis at the One Stop Career Center. One Stop Career Center staff will provide an applicant who may be eligible for Indian Center, Inc. services with the phone number for the contact staffperson at Indian Center, Inc. and inform the applicant that they can request that an Indian Center, Inc. staffperson come to the One Stop Career Center to provide services or the applicant may choose to go to the Indian Center's main office at 1100 Military Road, Lincoln, Nebraska.

**Service a: Determine eligibility for Determine eligibility for WIA Title I Native American programs**

Method of delivery: Indian Center, Inc. staff will come to the One Stop Career Center and will interview applicants and make eligibility determinations for the WIA Title I Native American program. Interviews will be available at the request of the applicant.

Method of referral: Applicants for the WIA Title I Native American program can be referred through NWAS or directly by other one stop partner staff.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

**Service b: Outreach, Common NWAS General Information Sheet, and Orientation to the services available through the one stop system.**

Method of delivery:

Outreach: Indian Center, Inc. will provide marketing materials, brochures, and information regarding WIA Title I Native American services to be dispersed to all partners, tenants of the One Stop Career Center, and to all applicants as appropriate. Indian Center, Inc. will also be listed on printed materials regarding services available at the one stop center. Indian Center, Inc. staff will participate in outreach activities for the one stop system. Indian Center, Inc. will also distribute customer surveys as directed by the Greater Lincoln WIB Board.

Common NWAS General Information Sheet: The Common NWAS General Information Sheet is a form of pre-registration for One Stop Career Center Services which can coordinate referrals to all appropriate partners. Indian Center, Inc. estimates that less than 10 customers will be referred through the NWAS system as eligible for WIA Title I Native American services. Until a full development of NWAS, Indian Center, Inc. will complete referrals from the common general information sheet.

Orientation: Indian Center, Inc. staff will be available at the request of the applicant on an as needed basis to provide Orientation to WIA Title I Native American applicants regarding the services available at the One Stop

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

**Service c: Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.**

Method of delivery: Indian Center, Inc. staff will conduct initial assessments of WIA Title I Native American applicants at the One Stop Career Center. Various formats will be used to obtain this information.

Where the services will be provided: At the One Stop Career Center, 1010 "N" Street, Lincoln, Nebraska.

**Service d: Job search and placement assistance, and where appropriate, career counseling.**

Method of Delivery: Indian Center, Inc. staff will provide job search and placement assistance and, where appropriate, career counseling to eligible WIA Title I Native American clients. This service will be coordinated with the Employment Service partner to eliminate duplication of services.

Where the services will be provided: At the One Stop Career Center, 1010 "N" Street, Lincoln, Nebraska.

**Service e: Provision of accurate information relating to the availability of supportive services including at a minimum, childcare and transportation, available in the local area, and referral to such services as appropriate.**

Method of Delivery: Indian Center, Inc. staff will use a variety of resources to provide accurate information and referral for supportive services. The primary sources available are the Nebraska Explorer and the Community Resource Directory 1999-2000. Staff will provide this information as appropriate.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

**3. Method of Referral:** The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through the Nebraska Workforce Access System (NWAS), which will be used to refer individuals to the appropriate partners for needed services.

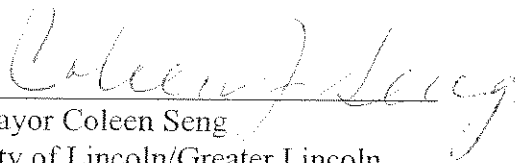
**4. Costs:** The Indian Center, Inc.'s program cost of providing the above referenced services through the One Stop Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.

**5. Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

**6. Term:** This Agreement shall be in effect for the period beginning July 1, 2005 and ending on June 30, 2006. This Agreement may be renewed for an additional one year period upon mutual consent of both parties.

7. Termination: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the umbrella MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
8. Mutual Hold Harmless: Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' acts, omissions or negligence performed under this Agreement.
9. Independent Contractor: Indian Center, Inc. programs shall perform their core services under this Agreement as an independent contractor. Indian Center, Inc. has sole and exclusive charge and control of the manner and means of performance. Indian Center, Inc. with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Indian Center, Inc. employees are not employees of the City of Lincoln or Greater Lincoln Workforce Investment Board.
10. One Stop Management Council: Indian Center, Inc. as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.
11. One Stop Management: Indian Center, Inc. as a party to this Agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.
12. Capacity: The undersigned person representing Indian Center, Inc. does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Indian Center, Inc. to this Agreement.

IN WITNESS WHEREFORE, Indian Center, Inc. and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005.



Mayor Coleen Seng  
City of Lincoln/Greater Lincoln  
Workforce Investment Board

Approved by:



James Linderholm, Chair  
Greater Lincoln Workforce Investment Board



Indian Center, Inc.

Name: BOBBY ROBINETTE

Title: INTERIM EXECUTIVE DIRECTOR